goods of his guest, and liable for any loss or injury, unless the cause was an act of God, or a public enemy, or by the fault, direct or implied of the guest. *Wilkins* v. *Earle,* 44 N. Y. 172, 4 Am. Rep. 655; *Houser* v. *Tully,* 62 Pa. St. 92, 1 Am. Rep. 390; *Mason* v. *Thompson,* 9 Pick. 280, 20 Am. Dec. 471; *Coskery* v. *Nagle,* 83 Ga. 696, 20 Am. St. Rep. 333; *Olson* v. *Crossman,* 31 Minn. 222. Another class of cases hold that the inn-keeper is prima facie liable for the loss of goods in his charge, but he may relieve himself from responsibility by showing that he was free from negligence. *Howth* v. *Franklin,* 20 Tex. 798, 73 Am. Dec. 218; *Metcalf* v. *Hess,* 14 Ill. 129; *Newson* v. *Axon,* 1 McCord 509, 10 Am. Dec. 685; *Hill* v. *Owen,* 5 Blackf. (Ind.) 323, 35 Am. Dec. 124. The third view excuses the inn-keeper from liability, whenever the loss results from inevitable accident or irresistible force. *McDaniels* v. *Robinson,* 26 Vt. 316, 62 Am. Dec. 574; *Kisten* v. *Hildebrand,* 48 Ky. 72, 48 Am. Dec. 416; *Woodworth* v. *Morse,* 18 La. Ann. 156. However, regardless of what the courts may consider the nature of the inn-keeper's liability is, they are practically unanimous in holding that the liability does not cease immediately upon the actual termination of the relation, but that the inn-keeper remains responsible for a reasonable time thereafter, the duration of which is to be estimated by the circumstances of each case, to enable the guest to remove his goods. *Baehr* v. *Downey,* 133 Mich. 163, 103 Am. St. Rep. 444; *Clark* v. *Ball,* 34 Colo. 223, 2 L. R. A. (N. S.) 100; *Maxwell* v. *Gerard,* 84 Hun 537; *Miller* v. *Peebles,* 60 Miss. 819, 45 Am. Rep. 423. In the principal case, the court compares the liability of an inn-keeper to that of a common carrier for a passenger's baggage, and comes to the conclusion that the same rule which regulates the termination of a carrier's liability should be applicable to the inn-keeper.

MUNICIPAL CORPORATIONS—STREETS—DEFECTS IN SIDEWALKS—NEGLIGENCE. —In installing its water system, defendant village set an iron pipe shut-off water box in a brick sidewalk. The cap covering the top of the box originally projected three-quarters of an inch above the sidewalk but on one side a brick had settled three-quarters of an inch, thus allowing the cap to project one and one-half inches above the surface on that side. *Held,* the defect was so slight that the village was not liable for injuries caused by catching plaintiff's foot under the cap on the side the brick had settled. *Powers* v. *Village of Mechanicsville* (1910), 125 N. Y. Supp. 801.

The court assigns as the reason for their reversal of the decision below: "We are of the opinion the defect was of so trivial a character and in such a position in the sidewalk that the defendant should not be held liable for the damages sustained." The question as to the nature of the obstruction, whether trivial or otherwise, was not submitted to the jury. While the New York Court of Appeals has decided that minor defects and irregularities in sidewalks are not such defects as will justify the submission of the question to the jury, it is nevertheless true that when reasonable men may differ as to whether or not, in cases of the kind now under discussion, a certain condition is such as to call on the city officials to anticipate accident, the question is for the jury. *City of Denver* v. *Stein,* 25 Colo. 125, 53 Pac. 283; *Redford*

v. *City of Woburn,* 176 Mass. 520, 57 N. E. 1008; *Loan* v. *City of Boston,* 106 Mass. 450; *Marvin* v. *City of New Bedford,* 158 Mass. 464, 33 N. E. 605; *Moroney* v. *City of N. Y.,* 117 App. Div. 843, 97 N. Y. Supp. 642, 103 N. Y. Supp. 1135, aff. 190 N. Y. 560, 83 N. E. 1128; *Tabor* v. *City of St. Paul,* 36 Minn. 188, 30 N. W. 765; *Kendall* v. *City of Albia,* 73 Iowa 241, 34 N. W. 833; *Glantz* v. *City of South Bend,* 106 Ind. 305, 6 N. E. 632. An opinion of the court in the principal case as to the triviality of an obstruction of this kind, has apparently not appealed to other courts, in some similar cases. In *Redford* v. *City of Woburn,* cited supra, the question as to the nature of a similar water-box was held to be properly before the jury and the obstruction was there found to be dangerous. Such a finding the court held not to be unwarranted. This case differs, it is true, from the principal case in that in the latter the box was about four and one-half feet from the center of the sidewalk while in the former the box was in the middle of the sidewalk, both however were in the direct path of pedestrians. The *Marrony* case cited above, affirmed January 7, 1908, by the New York Court of Appeals, reviews the New York cases on the subject of the submission of the question as to the nature of irregularities in sidewalks to the jury and although this case is not in accord with prior New York decisions it is nevertheless the most recent case, on the point herein discussed, in that state.

MUNICIPAL CORPORATIONS—USE OF STREETS—COMPENSATION FOR USE OF SUBWAYS BY ADJOINING OWNER.—The complainant corporation filed its bill in equity against the city of Chicago to enjoin the city from enforcing the provisions of an ordinance providing that abutting land owners must pay a stated compensation for the use of space under a public street. It appeared that complainant's property was bounded by two streets. The fee of one street was in the city; while as to the other street it appeared that the fee of the portion of the street so used was in the complainant. *Held,* as to the street the fee of which was in the complainant the injunction was properly granted; that as to the other street the bill was properly dismissed, and the fact that the city had issued a permit to erect a building adjacent to the said street, according to plans providing for subways under the street did not estop the city from requiring the owner to pay for the use of such subways. *Tacoma Safety Deposit Co.* v. *City of Chicago* (1910), — Ill. —, 93 N. E. 153.

A city may by contract confer upon a private individual or corporation the right to use space beneath the public streets of the city. *City of Chicago* v. *Norton Milling Co.,* 196 Ill. 580, 63 N. E. 1043; *Gregsten* v. *City of Chicago,* 145 Ill. 451, 34 N. E. 426, 36 Am. St. Rep. 496; *Clifford* v. *Dam,* 44 N. Y. Super. Ct. (12 Jones & S.) 391, affirmed (1880) 81 N. Y. 52; *Babbage* v. *Powers,* 54 Hun 635, 7 N. Y. Supp. 306, affirmed (1891) 130 N. Y. 281, 29 N. E. 132, 14 L. R. A. 398. It is also recognized that a city may impose conditions on an abutter's excavating an area under a sidewalk, and forbid the same until they be complied with. *Davis* v. *City of Clinton,* 50 Iowa 585; *Clifford* v. *Dam,* supra. There is, therefore, a fair inference that a city has absolute control over its public streets and may impose conditions and stipulations upon the use of any portion of them